

Boone CSD

UE #893 IUP (Support)

7/1/2005 6/30/2007

AGREEMENT

BETWEEN THE

**BOONE
COMMUNITY SCHOOL DISTRICT**

AND

**UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA,
LOCAL 893 - I.U.P.**

2005-2007

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PREAMBLE

This Agreement is made and entered into between the Board of Directors of the Boone Community School District and the United Electrical, Radio and Machine Workers of America (UE), and its Local 893.

ARTICLE I

RECOGNITION

A. UNIT

The Board recognizes the Union as the certified exclusive bargaining representative for all personnel specifically set forth in the PERB Order of Certification, Case No. 5599, dated on the 23rd day of December, 1996.

The unit described in the above certification is as follows:

INCLUDED: All regular full-time and regular part-time clerical employees, teacher assistants, media associates, study hall supervisors, suspension supervisors, food service employees, custodians, maintenance workers, and transportation employees.

EXCLUDED: Board Secretary/Business Manager, Superintendent's secretary, Assistant Superintendent's secretary, Payroll Clerk, and Accounts Payable Clerk, and other central office clerical employees, food service director, buildings and grounds director, director of transportation, all professional employees, and all others excluded by Section 4 of the Public Employment Relations Act.

B. DEFINITIONS

1. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Boone Community School District or its duly authorized representatives or agents.
2. The term "employee," as used in this Agreement, shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "employer," as used in this Agreement, shall mean the Boone Community School District or its duly authorized representatives or agents.
4. The term "Union," as used in this Agreement, shall mean the United Electrical, Radio and Machine Workers of America, Local 893 - Iowa United Professionals.

ARTICLE II

GRIEVANCE PROCEDURES

A. PURPOSE

The purpose of these procedures is to resolve, at the lowest possible step, disagreements which may arise under the provisions of this Agreement. Nothing in these procedures shall preclude an employee from meeting with the employer informally to resolve grievances.

B. DEFINITIONS

1. Any claim by an employee or by the Union that there has been an alleged violation of any provision of this Agreement may be processed as a grievance as hereinafter provided.
2. "Days" shall mean days in which the employer's business office is open.

C. REPRESENTATION

One representative for the employee may be present at Step 1 and Step 2 of the grievance procedure, if it is the grievant's wish. One representative for the employer may be present at Step 1 and Step 2 of the grievance procedure, if it is the employer's wish.

D. STEPS

Step 1 - Supervisor. The following formal grievance procedure may be invoked by the grievant through the form set forth in Appendix A, signed by the grievant, which form shall be available from the Union. The grievant shall submit to the supervisor a copy of the written grievance form within ten (10) days after the alleged violation occurred. Within seven (7) days of receipt of the formal written grievance, the supervisor shall meet with the grievant. The supervisor shall indicate the disposition of the grievance in writing within seven (7) days after such meeting and shall furnish a copy thereof to the grievant and to the Union.

Step 2 - Superintendent. If the grievant is not satisfied with the disposition of the grievance, the grievance shall be submitted in writing to the superintendent within seven (7) days of the receipt of the supervisor's decision. Within seven (7) days of receipt of the written grievance, the superintendent or his/her designee shall meet with the grievant. The superintendent shall indicate the disposition of the grievance in writing within seven (7) days after such meeting and shall furnish a copy thereof to the grievant and to the Union.

Step 3 - Arbitration. If the grievant is not satisfied with the disposition of the grievance by the superintendent, the grievance may be submitted to arbitration before an impartial arbitrator. Such submission shall be in writing signed by the grievant and the Union, and filed with the superintendent within seven (7) days after the written disposition of Step 2. A written request for a list of arbitrators shall be made to the Public Employment

Relations Board (PERB) by either party. The list shall consist of five (5) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. Each party may ask for a new list one time. Within seven (7) days after receipt of the list, each of the two parties shall alternately strike one (1) name at a time from the list until only one (1) name remains. The person whose name remains shall be the arbitrator. If the arbitrator schedules an arbitration during the employees' work day, one grievant and one Union representative may be released with pay.

The arbitrator's decision may not change or amend the terms, conditions, or applications of this Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the employer by constitutional provisions, statutes, or other legislative act.

The arbitrator's decision should be made within thirty (30) calendar days after the close of the hearing.

Both parties agree that the award of the arbitrator shall be final and binding. Both parties shall pay their respective preparation fees and expenses but shall share equally the fees and expenses of the arbitrator. Cancellation fees shall be paid by the party canceling the hearing, except cancellation fees due to settlement of the grievance shall be shared equally.

ARTICLE III

DUES CHECKOFF

- A. Employees who desire to have dues deducted from their salaries shall file a written authorization on a form provided by the Union. The Union shall file the form in the business office by the 12th day of the month in which dues deduction is to commence. The total yearly wages deducted in order to pay yearly professional dues will be divided into twelve (12) equal monthly installments to be deducted from each monthly paycheck, or into nine (9) equal monthly installments if the employee is paid in nine (9) installments. If an employee starts dues deductions after the first pay period, the employer shall not be required to withhold for prior months dues. Deductions shall be made only when the employee has sufficient earnings to cover the total monthly deduction after deductions for FICA, IPERS, taxes, insurance and annuities. Employees may terminate the dues deduction at any time by giving thirty (30) days written notice to the employer.
- B. The employer will deduct the regular monthly Union dues of its employees who have filed authorizations and remit said monies to an official designated by the Union to receive dues payments. The Union shall file in the business office by June 1 of each year notice of the amounts of Union dues to be deducted for the following year.

ARTICLE IV

HEALTH AND SAFETY

A. REPORTS

The employer and the employees shall strive to maintain a safe working environment. Employees shall report any unsafe conditions to their supervisors in writing. A form is attached as Appendix 2. The employer shall investigate the matter and return a written response to the employee and to the Union within ten (10) days. ("Days" shall be defined as days in which the employer's business office is open.)

B. SAFETY EQUIPMENT

Protective devices and equipment as required by law for the employee to perform duties shall be provided without charge to the employee.

C. PHYSICALS.

The employer's physical examination form or driver's physical examination form shall be returned to the business office by the start of the work year in which required, except that bus drivers shall return the form by August 15 each year. The employer will reimburse the employee for the costs of the physical up to Forty-five Dollars (\$45) not paid by insurance. The employer will reimburse bus drivers for the costs of the physical up to One Hundred Dollars (\$100) not paid by insurance.

ARTICLE V

EVALUATIONS

A. NUMBER

Employees shall be formally evaluated on a schedule set by the employer.

B. FORMS

The employees shall be advised of the forms used for formal evaluations, and the employer shall consult with the Union prior to modifying the formal evaluation forms.

C. COPY

The employee shall be given a copy of the formal evaluation form. The employee shall sign the form. The employee's signature acknowledges receipt of the formal evaluation but does not signify agreement with the contents.

D. RESPONSE

Within ten calendar days of receipt of the formal evaluation, the employee may submit written comments to be included with the formal evaluation.

ARTICLE VI

JOB CLASSIFICATIONS

- A. Future's Secretary
Counselor's Secretary
Nurse's Secretary
Media Specialist's Secretary
Food Service Secretary
- B. Assistant High School Principal's Secretary
Assistant High School Principal's Office Secretary
Athletic Director's Secretary
- C. High School Principal's Secretary
Middle School Principal's Secretary
Elementary Principal's Secretary
High School Principal's Office Secretary
- D. Custodians/Maintenance
- E. Kitchen Manager*
- F. Head Cooks
Cooks
- G. Food Service Workers
- H. Food Transport/Inventory Control Person
- I. Busdrivers
- J. Teacher Associates
Media Associates
- K. One-on-One Teacher Associates
- L. Study Hall Supervisors
Suspension Supervisors
Computer Lab Supervisors
- M. Copy Clerk
- N. Lunchroom Supervisor

*FOR PURPOSES OF STAFF REDUCTION, THE KITCHEN MANAGER MAY BUMP THE LEAST SENIOR COOK OR HEAD COOK IF THE MANAGER HAS MORE SENIORITY. THE KITCHEN MANAGER MAY ALSO SEEK A TRANSFER TO A HEAD COOK OR COOK POSITION AND BE TREATED AS THOUGH THE MANAGER WERE IN THE HEAD COOK/COOK CLASSIFICATION.

ARTICLE VII

SENIORITY

A. CALCULATION

Seniority shall mean an employee's length of continuous employment with the employer from the most recent date of hire. Time worked as a temporary or seasonal worker shall not be included. Time worked as a substitute shall be included only if the employee substituted for at least one-half (1/2) of the regular contract days on a continuous (not intermittent) basis immediately prior to being hired in the same position. In the event two or more employees have the same length of seniority, the employee having the lower last three digits in his/her social security number shall be deemed the more senior.

B. BREAKS IN SENIORITY

Seniority shall be broken by resignations, terminations, or lay-offs, any of which are longer than fifteen (15) months. Seniority shall not be broken by absences of fifteen (15) months or less. However, seniority shall not accrue during absences of fifteen (15) months or less, except otherwise required by law and except for unpaid leaves of absence of less than thirty (30) days.

C. LIST

The employer shall prepare a seniority list by job category by November 1 of each year and post it for at least seven (7) days. A copy shall be given to the Union president.

ARTICLE VIII

TRANSFER PROCEDURE

A. DEFINITION

The assignment of an employee to a different building, to a different position within the same job classification (as defined in Article VI), or to a position in a different job classification (as defined in Article VI) shall be considered a transfer.

B. POSTING

A vacancy is an opening created by the resignation or death of an employee or by the creation of a new position. An increase in hours of a position or the reassignment of different grade levels within a building do not create a vacancy and need not be posted. Vacancies in transportation routes need not be posted, but shall be offered to drivers on the basis of seniority with the most senior driver first offered the route. The employer shall post vacancies, noting the job classification, the work location and the number of hours of work in each elementary school building, the Sixer Center, the Middle-High School, the bus garage, the Senior High School kitchen, and the Futures building for at least seven (7) calendar days before filling the vacancy. If the employer does not offer the position to a person within forty-five (45) calendar days of the date posted as the final

date to apply, the employer shall repost the vacancy for at least seven (7) calendar days. However, during school breaks when students are not in attendance, the employer shall post vacancies at the administration office and shall mail a copy to the Union president. If a vacancy is created after two employee transfers to different positions, the employer shall not be required to post the remaining vacancy and may fill it with a person selected by the employer in its sole discretion.

C. APPLICATIONS

1. Within Current Job Classification.

Employees desiring a transfer shall file a written transfer request along with an application form with the superintendent or the superintendent's designee within the posting period. The employer shall transfer the most senior employee from the same job classification applying for the posted position, provided the employee possesses the skills to perform the duties of the position. However, the employer retains the exclusive right to make decisions regarding the hiring and transfer of associates assigned to work with a particular student.

2. Outside of Current Job Classification.

In the event there is no transfer request from qualified employees within the job classification, the employer will consider applications from employees outside the classification along with applications from outside the bargaining unit. If the employer in its sole discretion determines that the skills and abilities of an employee in the bargaining unit are equal to the skills and abilities of an applicant from outside of the bargaining unit, the bargaining unit employee shall be given preference for the position. If more than one bargaining unit member qualifies for the preference, the most senior employee shall be granted the position.

3. First Ninety Work Days of Employment.

Regardless of paragraphs C(1) or (2), employees who are within their first ninety (90) work days of employment in a position (either as a new hire or following a transfer) may apply for vacancies, but the employer shall not be required to transfer the employee, and shall have sole discretion on whether to transfer the employee. This provision does not apply to employees who have been involuntarily transferred.

4. Notice. Applicants will be notified verbally or in writing when a position is filled.

D. INVOLUNTARY TRANSFERS

Written notice of an involuntary transfer shall be given to the affected employee. The employer will not arbitrarily exercise its right to transfer employees.

ARTICLE IX

STAFF REDUCTION PROCEDURES

A. REDUCTION

If the employer determines that fewer employees are required, the employer shall make the decision as to resulting contract renewals based upon the needs of the District. Reductions shall be made within job classifications as specified in Article VI. The least senior employee in the job classification shall be reduced, unless the employee possesses special skills and abilities to meet the needs of the District. The employer shall transfer the person whose position is being eliminated to the position held by the least senior employee being laid off. However, if a custodian/maintenance worker's position is being eliminated, that custodian/maintenance worker, if qualified and more senior, shall be transferred to the position held by the least senior custodian/maintenance worker on the same shift. The least senior custodian/maintenance worker on the shift where the position is being eliminated, if qualified and more senior, shall be transferred to the position held by the least senior custodian/maintenance worker being laid off. If no other custodian/maintenance worker on the shift is less senior, the custodian/maintenance worker whose position is being eliminated, if more senior and qualified, shall be transferred to the position held by the least senior employee. Employees to be laid off shall be notified in writing at least fourteen (14) calendar days prior to the effective date, with a copy to the Union president.

B. TEACHER ASSOCIATES

Teacher associates assigned to work with a particular student shall be laid off if services are no longer required for the student. The provisions of Section A, including length of notice, shall not apply.

C. RECALL

Employees reduced under this Article shall be eligible for recall to the job classification they held at the time of reduction for a period of fifteen (15) months from the effective date of reduction. One-on-one associates are also eligible for recall to the teacher associate classification. Transfer requests from within the classification shall be granted prior to recall. The employee shall be notified by certified mail, personal delivery, or by telephone call and have five (5) calendar days to respond from the date of receipt, but not more than ten (10) calendar days from the date of mailing, if certified mail is used. It is the employee's responsibility to keep the employer informed of his/her current address and telephone number. An employee may reject in writing without loss of recall rights, a recall notice within the five (5) or ten (10) calendar day period if the recall is to a position with fewer hours than the position the employee held at the time of reduction. An employee who accepts recall to a position with fewer hours than the employee held at the time of reduction will remain eligible for recall for the balance of the fifteen (15) month recall period to positions until the employee has been recalled to a position with an equal or greater number of hours as the employee had at the time of reduction. An employee may reject a position one time if the position has an equal or greater number of hours than the employee held at the time of reduction. Thereafter, rejection of any position

with an equal or greater number of hours than the employee held at the time of reduction shall result in a loss of all recall rights. An employee who is recalled will not accrue benefits during the period of lay off, but will have previously-accrued benefits reinstated.

ARTICLE X

HOURS

A. WORK DAY

The specific work hours for each employee may vary according to the needs of the employer. The hours for each employee shall be designated by the employee's supervisor. All work in excess of regularly assigned hours must be approved in advance by the employer. The employee shall either be paid for the additional hours or shall be granted compensatory time equal to the number of extra hours (or equal to time and one half if the work is in excess of 40 hours per week), as agreed to between the employee and the supervisor prior to working the additional hours. If compensatory time is approved, it must be scheduled with the supervisor and used by the end of the work year, or it shall be paid out with the last payroll of the fiscal period. Employees required by the employer to attend meetings outside of the employees' regularly scheduled work hours shall be compensated for actual time spent in attending the meeting and for reasonable travel time if the meeting is outside the District.

B. BREAK PERIODS

Except in cases of emergency, employees shall have at least a twenty (20) minute unpaid lunch period, except that food service employees shall have a paid lunch period which shall not necessarily be duty-free. Employees regularly assigned seven (7) or more hours per day shall have two (2) fifteen (15) minute paid break periods each day. Employees regularly assigned at least four (4), but fewer than seven (7), hours per day shall have one (1) fifteen (15) minute paid break period each day. The times of the break periods may vary but shall be arranged with the employee's supervisor.

C. CALL INS

Employees who are called into work on days not regularly assigned or called in at a time which is not contiguous to the beginning or end of their regularly assigned hours shall be paid for actual time worked, with a minimum of two (2) hours. However, building checks for custodians/maintenance workers regularly employed for forty or fewer hours per week shall be paid for actual time worked with a minimum of one (1) hour.

D. INCLEMENT WEATHER

Employees called into work on days in which school is then cancelled or shortened due to inclement weather, or other emergency shall be paid for hours actually worked. Employees may use earned compensatory time for the portion of the day not worked. Food service employees shall be paid for a minimum of two (2) hours on such days.

E. SEASONAL WORK

Opportunities for seasonal work shall be posted at least seven (7) calendar days before filling the position. Any employee may apply.

F. BUS DRIVER TRIPS

Each out-of-town trip requiring a bus driver will be offered first to the regular bus drivers before offering the trip to a substitute driver. When a bus driver takes an activity trip that conflicts with his/her regular route, the driver shall be paid for the regular route and one hour of trip pay will be deducted.

ARTICLE XI

HOLIDAYS

Employees regularly assigned to work at least thirty (30) hours per week for at least thirty-six (36) weeks per year but less than fifty-two (52) weeks per year shall be granted six (6) paid holidays:

New Year's Day

Memorial Day

Labor Day

Thanksgiving Day

Christmas Day

One floating holiday (Employees in their first year of employment must take the floating holiday between February 1 and the end of the contract year.)

Employees regularly assigned to work at least thirty (30) hours per week for fifty-two (52) weeks per year shall be granted seven (7) paid holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

One floating holiday (Employees in their first year of employment must take the floating holiday between February 1 and the end of the contract year.)

Employees regularly assigned to work less than thirty (30) hours per week shall be granted Thanksgiving Day and Christmas Day as paid holidays.

Employees shall be paid for the number of hours they are regularly assigned to work on the holiday.

An employee who is required to work on a holiday shall be paid holiday pay and also shall be paid for the hours worked.

ARTICLE XII

VACATIONS

Employees regularly assigned to work fifty-two (52) weeks per year shall be granted paid vacation in proportion to the time worked according to the following schedule:

After one year - eight years	13 days
After nine through twelve years	18 days
After thirteen years and thereafter	23 days

Vacation time will be determined for all eligible employees on July 1. If an employee starts work after July 1, vacation time will be prorated from the date of hire to the first July 1. If the employee started work after July 1 but prior to January 1, the employee will then be credited with having completed one year of service. If the employee started after January 1, the employee will be credited with having completed one year of service the second July 1. Example: an employee who started September 1, will receive $\frac{3}{4}$ th of the 13 days allotment after the first July 1 of employment, and will then be treated as having completed one year. Vacation time must be approved by the superintendent or the superintendent's designee and shall be taken during school vacation periods except by special arrangement with the superintendent or the superintendent's designee. Employees who resign or are terminated prior to the end of their contract shall receive a pro rata share of vacation. Vacation shall not accumulate from year to year but must be taken during the ensuing 12-month period, July 1-June 30. Employees shall be paid for the number of hours they are regularly assigned to work on a vacation day.

ARTICLE XIII

LEAVES OF ABSENCE

A. SICK LEAVE

Employees are allowed sick leave for personal illness or injury according to the following schedule:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth and subsequent years of employment	15 days

A new employee shall report for work at least one (1) full day prior to receiving sick leave benefits. If an employee does not need to use his/her allotted days during the year, the unused days may be accumulated to one hundred twenty-five (125) days. After reporting for work the next year, the employee will be credited with the current year's fifteen (15) days, so that up to one hundred forty (140) days may be used in one year if necessary. However, no more than 125 days may be carried forward to a subsequent

year. Employees who are assigned work for more than the school term shall be allowed one (1) additional day of current sick leave for each full month beyond the school term.

An employee who is unable to work because of personal illness or injury and who has exhausted his/her accumulated sick leave, shall be granted an unpaid leave of absence for the balance of the contract year in which his/her accumulated sick leave has been exhausted or for the period of time specified in the Family and Medical Leave Act, whichever is longer.

Sick leave for any length of time may require a doctor's certificate. In any case, a doctor's certificate must be presented whenever sick leave is requested for more than five (5) days.

Part-time employees will be allotted sick leave days in the same proportion as the amount of time they are employed. (For example: A seventh year employee who is working 2/5ths time would have 6 full days--15 2/5ths days—for that year.) Part-time employees will also accumulate sick leave days and be subject to the same rules as for full-time employees. In the event a full-time employee is reduced to part-time, he/she shall retain his/her accrued sick leave. (For example: If an employee has 30 days accumulated from full-time employment, he/she would have 60 half days if he/she went to half time.)

Any amounts due an employee under this Article shall be reduced by any benefits payable under Workers' Compensation.

B. FAMILY ILLNESS

An employee may use up to ten (10) days of his/her sick leave for illness of the employee's spouse, child, parent, legal dependent, or minor living in the household. An employee may use up to ten (10) additional days of his/her sick leave for medical situations created by a serious accident or illness (such as, but not limited to, emergency hospitalization, surgery, or treatment for life-threatening illness) of the employee's spouse, child, parent or legal dependent as mutually agreed upon by the Superintendent and the employee.

C. ADOPTION LEAVE

An employee may use his/her sick leave for matters relating to the adoption of a child, excluding the adoption of a stepchild, to a maximum of ten (10) days per year for travel and legal matters involved in the adoption. An additional five (5) days per year of sick leave may be granted for care of the adopted child, provided the employee is the only member of the immediate family available to provide child care. The decision of the superintendent is not grievable.

D. FORESEEABLE TEMPORARY DISABILITIES

When an employee can foresee that he/she will be temporarily disabled, the employee shall notify the superintendent as soon as the employee knows of the medical disability. The employee's physician will determine when the employee's physical condition is such that the employee should begin sick leave. This notification will be submitted by the

physician in writing to the superintendent. The employee's physician will also determine when the employee's physical condition is such that the employee may return to work. This notification will be submitted by the physician in writing to the superintendent. If any doubts exists, the superintendent may contact the employee's physician directly.

It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the superintendent's office, and sick leave will not be granted nor will the employee be permitted to return to work until such notification from the physician has been received.

E. BEREAVEMENT LEAVE

In the case of the death of the employee's wife, husband, child, child's spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent of the employee, grandparent of the spouse, or grandchild, the employee shall be granted permission to be absent from duty by the superintendent for as many days, not to exceed five (5), as may be necessary at the discretion of the superintendent, for attendance at the funeral and for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted. Bereavement leave shall be in the same proportion as the amount of time the employee is employed. The decision of the superintendent is not grievable.

F. BUSINESS LEAVE

Each regularly employed employee shall be entitled to two (2) days of leave each contract year without loss of pay for personal business which cannot be conducted outside of the employee's work day, provided such leave is approved by the superintendent prior to the employee taking said leave. If an employee does not need to use the allotted days during the year, the unused days will be added to his/her allowance for the succeeding year. A total of four (4) days may be accumulated.

Approved reasons would include, but not necessarily be limited to: attending to legal matters relating to adoptions, attending a wedding, attending the funeral of a close friend or relative not a member of the immediate family, taking final examination at an approved college, attending child's contest at district level or higher, attending child's school functions, attending routine doctor appointments, attending scheduled appointments with the Internal Revenue Service or other agency of the federal or state government (unless the employee is a party to an action or a witness against the District). Reasons which could not be approved would include, but not necessarily be limited to: pleasure trips, shopping trips, extending vacations or taking care of business that could be performed outside the employee's working day.

If an employee has exhausted business leave, the Superintendent may approve up to two (2) additional days per year for the employee to attend the funeral of the employee's niece, nephew, aunt or uncle, with such decision of the Superintendent not being grievable.

G. JURY DUTY AND SUBPOENA LEAVE

1. An employee who is called for jury duty service will be permitted to be absent from the his/her duties with full pay and no deduction from other leaves. The employee will remit to the District any sums paid the employee for serving on the jury, except for mileage and other expenses. The employee will be excused from duties only for the period of time the employee is called for jury duty.
2. An employee who is subpoenaed as a witness in a court or administrative hearing will be permitted to be absent from his/her duties with full pay and no deduction from other leaves, provided the employee is not a party to the action, will not directly benefit from the action and is not a witness against the District on an employment matter. The employee will remit to the District any sums paid the employee for being a witness, except for mileage and other expenses. The employee will be excused from duties only for the period of time he/she is called for witness day.

H. PROFESSIONAL LEAVE

Within budgetary limits, employees may attend conferences, conventions or other activities of local, state and national organizations and other professional meetings. Such attendance will be permitted at full pay if such attendance is approved in advance by the Superintendent. If any employee wishes to be absent from duty to attend such meetings, a written request for approval of attendance should be signed by the supervisor and filed with the Superintendent at least ten (10) days prior to the first day of anticipated attendance. If attendance is approved, the employer shall pay registration fees and reasonable travel expenses, including mileage and meals.

I. UNION LEAVE

Upon request by the Union president, a maximum of ten (10) work days (full or part-time) with no loss in pay shall be made available for members of the Union to attend conferences, conventions or other activities of the local, state, and national affiliated organizations. The Union will reimburse the District at the substitutes' rate of pay if a substitute is hired for the absent employees.

J. LEAVE WITHOUT PAY

Leaves of absence without pay may be authorized by the superintendent for purposes which the superintendent considers urgent and necessary. The employee shall make application for such authorization at least ten (10) days in advance of the absence except in cases of emergency excused by the superintendent. The decision of the superintendent on whether to grant the leave is not grievable.

ARTICLE XIV

WAGES

A. PLACEMENT ON SALARY SCHEDULE

The wages of each employee is covered by the appropriate salary schedule, which are attached to and made a part of this Agreement. The employer may consider prior experience of the employee at the time of initial hiring and may grant credit for years of experience on the salary schedule.

B. ADVANCEMENT ON THE SALARY SCHEDULE

Employees shall be granted one year of experience on the appropriate salary schedule for each year of service with the District until the maximum experience step is reached. A year of service shall include regular full-time and part-time service, but shall not include experience as a temporary or seasonal employee. Time worked as a substitute shall be credited for experience on the salary schedule only if the employee substituted at least one-half (1/2) of the regular contract days on a continuous (not intermittent) basis immediately prior to being hired for the same position. The employee must work at least one-half (1/2) of the regular contract year in order to receive credit for a year of experience. Paid leaves of absence shall count as work time.

C. JOB TRANSFERS

Employees who are involuntarily transferred within their same job classification or who are involuntarily transferred from one job classification to another job classification shall be placed on the experience step of the new assignment which is the hourly rate closest to their prior hourly rates, but not less than their former hourly rates.

Employees who apply for a vacancy and are granted a position within the same job classification as their current position shall retain their experience steps. Employees who apply for a vacancy and are granted a position in another job classification from their current position shall be placed on the beginning step of the new position, except that the employer may consider prior experience of the employee and may grant credit for years of experience on the salary schedule.

D. OVERTIME

All overtime must be approved in advance by the employer. Employees who are scheduled to work more than forty (40) hours in a work week (Sunday a.m. through Saturday midnight) shall receive one and one-half times their regular hourly rate of pay for work in excess of 40 hours, or they shall be granted compensatory time off at the rate of one and one-half times the hours worked in excess of forty hours. Paid holidays, vacations and leaves of absence shall count towards the forty (40) hours. For approved

work hours that fall on a Sunday, bus drivers shall be paid one and one-half (1) times their regular hourly rate of pay.

E. PAY PERIODS

All paychecks will be issued on the first of each month, except that the July payment shall be made on June 30. If the first falls on a weekend or holiday, checks will be issued the last working day before the first, except January, which payment will be made on the following work day.

ARTICLE XV

SALARY REDUCTION AND GROUP INSURANCE

A. ELIGIBILITY

The payment of amounts under this Article will be limited to those employees who work a minimum of thirty (30) hours per week for at least thirty-six (36) weeks.

B. FLEXIBLE BENEFIT ACCOUNT

Each eligible employee shall be credited each month with an amount equal to the single premium amount for a \$100/\$200 deductible group (Option 1) health insurance plan with pre-authorization. Employees contracted to work at least thirty (30) hours per week for fifty-two (52) weeks shall also be credited each month with an additional fifty dollars (\$50). Each eligible employee shall execute an annual election form for the benefits and/or additional salary from the following options subject to the provisions, terms and conditions of the District's salary reduction plan and the provisions, terms and conditions of the insurance policies and plans.

1. Option 1 plan with preauthorization (single or family).
2. Option 2 plan (single or family).
3. Option 3 plan (single or family).
4. A group term life insurance policy of \$10,000.
5. Group dental plan (single or family) provided the carrier's enrollment requirements are maintained.
4. Additional salary with the following conditions met:

New employees hired (or employees moving from a non-benefitted to a benefitted position) after July 1, 2005, must elect at least single coverage at the option 1, 2, or 3 level unless evidence is provided (and annually thereafter) of their inclusion on their spouse's family group insurance plan.

Current employees as of June 30, 2005, enrolled in the District insurance plan shall not be able to opt out of the school insurance if currently enrolled without providing annually evidence of their inclusion on their spouse's family group insurance plan.

Any costs of insurance benefits selected in excess of the monthly credit shall be borne by the employee through salary reduction of the employee's regular salary, with such reduction made prior to income and federal social security tax withholdings, subject to provisions of the income tax and social security laws.

C. LONG TERM DISABILITY INSURANCE

The payment of the premium for a disability income protection policy will be made by the employer for those eligible employees meeting the necessary requirements.

D. DESCRIPTION OF COVERAGE

The employer will provide a description of elected health and life insurance coverages and of the long term disability income insurance to eligible employees.

E. DURATION

The flexible benefit account credits shall be in effect for twelve (12) consecutive months, commencing in July (or within 30 days for new employees) and shall terminate on the last day of the month in which employment terminates. An employee on unpaid leave of absence for more than thirty (30) calendar days shall not receive a flexible benefit credit, except as otherwise required by the Family and Medical Leave Act. An employee staff reduced after completing a full school year and eligible for recall shall continue to receive employer contributions towards the District's group insurance for the employee through the August immediately following staff reduction, if the employee was in the District's group plan at the time of reduction. However, the employee shall not receive any flexible benefit amount after the month in which the employee is terminated if the employee had elected any salary in lieu of insurance.

ARTICLE XVI

GENERAL CLAUSES

A. GENERAL SAVINGS CLAUSE

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. NOTICES

Whenever notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by letter to the following:

1. If by the Union, to the superintendent.
2. If by the employer, to the Union president.

C. DURATION

This Agreement shall be in effect from July 1, 2005 through June 30, 2007, except that the bases on Schedules A-E and Article XV, Salary Reduction and Group Insurance shall be renegotiated for the 2006-2007 year.

Dated this 12 day of April, 2005.

UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS OF
AMERICA, LOCAL 893 - I.U.P.

By Joanne B. Sorensen
President

By Sylvia Kelley
Chief Negotiator

BOONE COMMUNITY SCHOOL
DISTRICT

By [Signature]
President, Board of Directors

By Sam Hutchinson
Chief Negotiator

SCHEDULE A
Associates
Hourly Rate Schedule
2005-2006

Step	Group X	Group X2	Group Y	Group Y2
1	\$7.21 1.0000	\$7.74 1.0738	\$8.27 1.1473	\$8.80 1.2212
2	\$7.38 1.0236	\$7.91 1.0970	\$8.44 1.1708	\$8.97 1.2446
3	\$7.56 1.0486	\$8.08 1.1201	\$8.62 1.1959	\$9.14 1.2677
4	\$7.74 1.0736	\$8.24 1.1433	\$8.79 1.2194	\$9.31 1.2909
5	\$7.92 1.0987	\$8.41 1.1664	\$8.97 1.2445	\$9.47 1.3140
6	\$8.09 1.1222	\$8.58 1.1896	\$9.16 1.2710	\$9.64 1.3372
7	\$8.27 1.1473	\$8.74 1.2127	\$9.33 1.2946	\$9.81 1.3603
8	\$8.44 1.1708	\$8.91 1.2359	\$9.51 1.3196	\$9.98 1.3835
9	\$8.61 1.1944	\$9.08 1.2590	\$9.68 1.3432	\$10.14 1.4067
10	\$8.78 1.2180	\$9.24 1.2822	\$9.85 1.3667	\$10.31 1.4298
11	\$8.87 1.2298	\$9.33 1.2938	\$9.94 1.3784	\$10.39 1.4413
G	--	\$9.59 1.3300	\$10.19 1.4138	\$10.65 1.4775
X-G	\$9.23 1.2799	--	--	--

Paraeducator
license:

Associates with an Iowa Paraeducator license as of September 1 of the contract year shall receive an additional \$.20 per hour.

The following groups are based on responsibility to the district.

- Group X: General Clerks
 Media Associates
 Study Hall Supervisors (Grades 7-8)
 General Education Teacher Associates without a current Iowa teaching license as
 of September 1 of the contract year
- Group X2: Special Education Teacher Associates without a current Iowa teaching license as of
September 1 of the contract year
- *Group Y: General Education Teacher Associates with a current Iowa teaching license as of
 September 1 of the contract year
 Study Hall Supervisors (Grades 9-12)
 Media Associates with a bachelor's degree as of September 1 of the contract year
 Supervisors (In-School Suspension, Computer Lab, Lunchroom)
- Group Y2: Special Education Teacher Associates with a current Iowa teaching license as of
 September 1 of the contract year
- G = The person was grandfathered to this position because of changing the schedule.

SCHEDULE B
Clerical
Hourly Rate Schedule
2005-2006

Step	Group A	Group B	Group C
0	\$7.10 1.0000	\$7.79 1.0972	\$8.64 1.2165
1	\$7.28 1.0250	\$7.96 1.1208	\$8.80 1.2401
2	\$7.45 1.0486	\$8.12 1.1443	\$8.98 1.2651
3	\$7.61 1.0722	\$8.29 1.1679	\$9.15 1.2887
4	\$7.79 1.0972	\$8.47 1.1929	\$9.32 1.3122
5	\$7.96 1.1208	\$8.64 1.2165	\$9.49 1.3373
6	\$8.12 1.1443	\$8.80 1.2401	\$9.66 1.3608
7	\$8.29 1.1679	\$8.98 1.2651	\$9.83 1.3844
8	\$8.47 1.1929	\$9.15 1.2887	\$10.01 1.4094
9	\$8.64 1.2165	\$9.32 1.3123	\$10.17 1.4330
10	\$8.72 1.2283	\$9.40 1.3241	\$10.26 1.4448
G	--	--	\$11.11 1.5644

The following groups are based on responsibility to the district.

- Group A: Secretary for Futures
 Secretary to the Counselors
 Secretary to the Nurse
 Secretary to the Media Specialist
 Office Secretary to the Assistant High School Principal
- Group B: Secretary to the Assistant High School Principal

Group C:

- Secretary to the Elementary Building Principals
- Secretary to the High School Building Principal
- Office Secretary to the High School Building Principal
- Secretary to the Middle School Principal
- Secretary to the Athletic Director

SCHEDULE C
Custodial/Maintenance
Hourly Rate Schedule
2005-2006

STEP	GROUP A Custodians	GROUP B Maintenance
0	\$9.62 1.0000	\$12.74 1.3243
1	\$9.88 1.0270	\$13.00 1.3514
2	\$10.14 1.0541	\$13.26 1.3784
3	\$10.40 1.0811	\$13.52 1.4054
4	\$10.66 1.1081	\$13.78 1.4324
5	\$10.92 1.1351	\$14.04 1.4595
6	\$11.18 1.1622	\$14.30 1.4865
7	\$11.44 1.1892	\$14.56 1.5135
8	\$11.70 1.2162	\$14.82 1.5405
9	\$11.96 1.2432	\$15.08 1.5676
10	\$12.22 1.2698	\$15.25 1.5857
G1	\$12.73 1.3233	
G2	\$13.25 1.3769	
G3	\$13.51 1.4047	

Longevity: Custodians/Maintenance employees receiving longevity payments during the 2002-03 year shall continue to receive the same additional amounts in longevity, but such amounts shall not increase.

SCHEDULE D
Food Service
Hourly Rate Schedule
2005-2006

	GROUP I	GROUP II	GROUP III
STEP	Workers	Cook	Head Cook
0	\$7.67 1.0000	\$7.92 1.0330	\$8.30 1.0825
1	\$7.80 1.0165	\$8.05 1.0495	\$8.43 1.0990
2	\$7.92 1.0330	\$8.18 1.0660	\$8.56 1.1155
3	\$8.05 1.0495	\$8.30 1.0825	\$8.68 1.1320
4	\$8.18 1.0660	\$8.43 1.0990	\$8.81 1.1485
5	\$8.30 1.0825	\$8.56 1.1155	\$8.94 1.1650
6	\$8.43 1.0990	\$8.68 1.1320	\$9.06 1.1815
7	\$8.56 1.1155	\$8.81 1.1485	\$9.19 1.1980
8	\$8.68 1.1320	\$8.94 1.1650	\$9.32 1.2145
9	\$8.81 1.1485	\$9.06 1.1815	\$9.44 1.2310
10	\$8.94 1.1650	\$9.19 1.1980	\$9.57 1.2475
Secretary	\$9.32 1.2153		
Manager/ Van Transport	\$12.13 1.5814		

SCHEDULE E
Transportation
2005-2006

Regular Routes

Step

0	\$9,237	Base
1	\$9,514	1.03
2	\$9,791	1.06
3	\$10,068	1.09
4	\$10,345	1.12
5	\$10,623	1.15
6	\$10,900	1.18

United Route

One-third the regular route based on the step for that particular driver.

Fifth Grade Center Route

One-fifth the regular route based on the step for that particular driver.

Special education yellow bus route

An additional \$4.00 per day.

Chapter I, Special Education, Activity Trips in and out of District (one hour minimum)

\$12.05 per hour

Drivers on activity trips will be reimbursed for actual meal expenses up to \$5.00 with a receipt if they are gone the entire noon to 1:00 p.m. hour, or if they are on an evening activity trip and are not back by 7:00 p.m.

APPENDIX 1
GRIEVANCE REPORT

Boone Community
School District

* # _____
* _____
* _____
* _____ Date Filed
* _____
* _____
* _____
* _____
* _____

Name of Grievant

Job Category

STEP ONE

- A. Date Violation Occurred _____
B. Section(s) of Agreement Violated _____
C. Statement of Grievance _____

- D. Relief Sought _____

Signature

Date

- E. Date of Conference _____

- F. Persons Present _____

- G. Disposition by Supervisor _____

Signature

Date

Copies to: Grievant
Union President

STEP TWO

_____	_____
Signature of Grievant	Date Received by Superintendent
H. Date of Conference _____	
I. Persons Present _____	
J. Disposition by Superintendent or Designee _____	

_____	_____
Signature of Superintendent or Designee	Date

Copies to: Grievant
 Union President

STEP THREE

_____	_____
Signature of Grievant	Signature of Union President

Date Submitted to Arbitration	

**APPENDIX 2
SAFETY REPORT**

Date filed: _____

Employee's Name _____

Specify date noted, location and circumstances of the safety concern. Be as specific as possible:

Employee's Signature

Employer's Response:

Date

Signature

Copies to: Employee
 Union President
 Superintendent